

**MINUTES OF MEETING
ARBOR GREENE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Arbor Greene Community Development District was held on February 11, 2004 at 10:00 a.m. in the Gathering Room of the Arbor Greene Recreation Center, 1800 Arbor Greene Drive, Tampa, Florida.

Present and constituting a quorum were:

Charlie Funk	Chairman
Jeff Meehan	Vice Chairman
Christine Nelson	Assistant Secretary
Bill Wood	Supervisor

Also present were:

John Daugirda	Manager
Chuck Adams	District Staff
David Haughton	Berger Tombs, Elam & Frank
Barbara Koscinski	Arbor Greene
Gary Smith	Arbor Greene
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Daugirda called the meeting to order and called the roll.

FOURTH ORDER OF BUSINESS

Acceptance of the Audit for Fiscal Year 2003

Mr. Daugirda stated we will take this item out of order. The Auditor's Opinion letter states that the accompanying financial statements present fairly the District's financial position as of September 30, 2003. Also, note that your General Expenses account group shows the cost of the infrastructure, improvements, and equipment you purchased from the day you started until now. It is not a fair value but your actual cost; property is not depreciated as the government looks at your

full cost. Mr. Haughton is present to go over the highlights and answer questions on your audit.

Mr. Funk asked is this a different kind of audit from that for a private company?

Mr. Haughton responded yes, there are things like property depreciation and income taxes that the government does not pay. You are not taxed on your property; you do that as a profit because you are operating on your assessments. The General Fund shows cash investments of about \$52,000 and Accounts Payable of \$8,400, and positive fund equity of about \$59,000, which is a change from last year's deficit. The Debt Service fund had about \$1.3 million, amounts that are held to pay for your bonded debt and to keep required reserve amounts on your bonds. The Fixed Assets account group shows expenditures of \$30 million since the CDD started and the Long-Term Debt account group shows outstanding debt at \$16.9 million that with the payoff is about \$15,000. The Revenue and Expenditure statement shows the General Operations fund with \$1.1 million in revenues and \$1.1 million in expenses and an excess or positive income of \$61,000. The Debt Service fund has revenues that include assessments and investment earnings of \$3.8 million; principle and Interest payments and other charges of \$3.88 million, and a deficiency of \$51,000. This is normal in debt service funds because you will have your fund balances built up; you will usually spend more than you take in as long as you do not bottom out.

Mr. Funk asked is any of that attributable to timing?

Mr. Haughton responded not in a governmental sense. You do not accrue so basically, it is what you pay. If there is a bond due October 1, it does not show as accrued. The Capital Projects fund had a bit of investment earnings and you closed that fund by transferring out \$7,300. The next pages show budget comparisons. The General Fund budget shows actual budget revenue was \$71,000 less than actual but your budget expenditure was \$132,000 less than your actual. Contrary to last year, this year you have a favorable budget variance of \$61,000.

Mr. Meehan asked is there a reason for the variance and the assessment variation?

Mr. Haughton asked often people do not pay or are late paying or get a discount for early payment. This forces you to guess what you will actually receive when you set your budget.

Ms. Nelson stated it still could be timing.

Mr. Haughton stated it depends on when people pay. The way assessment schedules runs, you will generally get all your year-end payments before September 30 because they are due by March.

Mr. Funk asked why wouldn't the developer assessments have been budgeted?

Mr. Haughton responded I do not know.

Mr. Funk stated adding \$50,000 gets it a little closer and reduces the amount. Should we have known this when we did the budget?

Mr. Haughton responded you will not know that when you budget.

Mr. Daugirda stated the 2004 budget has a specific \$50,000 line item for developer assessments.

Mr. Meehan asked why is this variance for \$131,000 different? Those assessments were set.

Mr. Haughton responded no, you set them and bill them but when they pay, you get a discount and you will not get the rest.

Mr. Daugirda stated we will get you a report on that. At the end of the report they budgeted for revenue and also have fees involving the revenue reserve discounts.

Mr. Haughton stated when the CDD pays the tax collector for collections, sometimes when you report it you might net and that could be a difference too. We can find out what the differences are. Many times you will see when you are budgeting your growth tax revenue everybody pays the full amount and again you do not know when people will pay.

Mr. Meehan asked if we see this pattern this year, should we expect it in next year's budget? If so, we should plan for it.

Mr. Daugirda stated typically we collect 100% of what we assess. I think they are grossing it up, assuming that everyone takes the discount, and the discount reduces it a little from the grossed up amount. We will send you an explanatory memo.

Mr. Adams stated the revenue reserve is a statutory limit set for 4%, assuming everyone takes the full 4 discount and pays early.

Mr. Haughton stated that assumes we are netting against the assessments, which we may or may not be doing. They may have pushed that.

Mr. Daugirda stated we will do an analysis based on the 2003 year and going forward into 2004.

Mr. Meehan stated it looks like this year we are already ahead: we collected \$1,165,000 which is much more than the actual tax from last year plus \$55,000 in developer's assessments. Should we be concerned because we are \$120,000 outstanding?

Mr. Haughton stated this is not way out of line and you can leave it that way. On the rest of your audit, you have a positive variance. This is good, meaning you monitored your expenditures and have positive fund equity. We amended your Debt Service fund budget because of a small over-expenditure in your principal. Most of it is due to prepaid assessments because when you originally budgeted you had no idea of what your sales would be like. On next year's audit you must record original as well as amended budgets. In order to accept the budget I ask the Board to approve this amendment making your budget expenditures equal.

Mr. Daugirda stated we do not have the physical documents to approve the amendment today but we can ask for a conditional approval of the amendment. Staff will prepare a resolution including those numbers and authorizing the Chairman to execute it. Or we could continue it.

Mr. Haughton stated I do not have the numbers either, just the actual budget comparisons. I can prepare it with the schedule and actual line items.

Mr. Daugirda stated we will bring this to the next meeting.

Mr. Meehan stated we should give conditional approval today so the audit is not tied up.

Mr. Adams stated the resolution is standard but the attachment is more complicated, showing how you budgeted, where your amendments occurred, and where your actual expenditures ended up going so everything matches up with your audit.

Mr. Daugirda stated I will ask Mr. Jim Ward to show it to you before the next meeting.

Mr. Haughton stated the disclosure section beginning on page 7 gives more details on the financial information presented previously. On page 11 is your schedule of fixed assets.

Mr. Wood asked where are our deposits held? Are they local?

Mr. Haughton responded you have Sun Trust for checking and Wachovia for debt service.

Mr. Daugirda stated there are Sun Trust statewide but we work with the Coral Springs branch since our Treasurer and accountants are located there. We work with the Ft. Lauderdale branch of Wachovia.

Mr. Haughton stated the Auditor General requires certain reports from you: The internal control and compliance which states that on compliance the auditors have tested a number of different transactions and found there were no noncompliance violations to report. We have documented the CDD's accounting system and found no material weaknesses. The management letter states that the CDD made all required disclosures, followed investment policies, is not in a state of financial emergency, and there were no illegal or improper ventures or transactions.

Ms. Nelson stated one year we had what was called an "emergency."

Mr. Haughton stated it was your first year. If it were two years in a row we would have had to report the "emergency." That is why last year we told you to get a positive fund equity, which you did. The rules state that if you have a fund deficit for two years in a row we must report it to the Attorney General and the Auditor

General. The generally do not do anything but they have the power to appoint, or remove Board members. The only time I know of is when the City of Miami went bankrupt and the Board was removed.

Mr. Daugirda stated we recommend the Board accept the audit now and adopt the budget amendment afterward.

On MOTION by Mr. Funk seconded by Mr. Meehan with all in favor the FY 2003 Audit by Berger, Toombs, Elam & Frank was accepted.

Mr. Haughton stated I will fax the information to Mr. Daugirda.

Mr. Daugirda stated we will bring the amendment resolution to the next meeting to true up the financials, provide you a memo on budgeting for developer assessments, and a comparison of 2003 and 2004 budgets.

SECOND ORDER OF BUSINESS

**Acceptance of Resignation
Submitted by Sarah Phillips-
Benbury and Consideration of
Appointment of Supervisor to Fill
Unexpired Term of Office**

Mr. Daugirda stated we have received a resignation letter from Ms. Phillips-Benbury.

On MOTION by Mr. Meehan seconded by Mr. Funk with all in favor the Resignation of Ms. Sarah Phillips-Benbury was accepted.

Mr. Daugirda stated Ms. Phillips-Benbury's seat runs to November 2006. She had many skills that were helpful to the District, was a CPA, and a former auditor. It is appropriate to have someone with like skills to serve the balance of her term.

Mr. Funk nominated Mike Gratz as Supervisor to fill Ms. Sarah Phillips-Benbury's seat.

Mr. Funk stated Mr. Gratz is Ms. Phillips-Benbury's replacement at our company and has done all our tax and accounting work for the last six years.

Mr. Wood stated next year there will be more resignations and replacements. I strongly suggest the Board look to the community for someone with financial skills like Mr. Gratz and Ms. Phillips-Benbury. Although you have a management company and audit functions it is helpful to have someone with those skills on the Board.

Mr. Daugirda stated of the two resident seats, Mr. Wood's seat runs to November 2006 and Ms. Nelson's runs to November 2004. The developers, Messrs. Funk and Meehan, have the two remaining Seats 4 and 5. Those terms expire at the end of 2004 and three seats will be up for resident election. We already held our transition election and Ms. Nelson can run again if she chooses by filing with the Supervisor of Elections. The way Seats 4 and 5 are transitioned, only residents can run for those seats. Anyone interested in running should contact the Supervisor of Elections and file qualifying papers by June.

Mr. Wood asked could you help the residents with qualifying?

Mr. Daugirda responded I will get packets from the Office of Elections to bring to the next meeting.

Ms. Nelson stated to clarify, three seats are up for election in November—mine, Mr. Funk's and Mr. Meehan's.

Mr. Daugirda stated yes, and only residents can vote. If you appoint Mr. Gratz, after new Supervisors are sworn in the Board will have four resident members to one non-resident Board member.

Ms. Nelson asked is the fact the seats of Messrs. Meehan and Funk will be up this year in keeping with the fact that all the land is now transitioning?

Mr. Daugirda responded Florida Statute controls the transition. In the first six years seats are determined by landowner elections since the landowner owns all

the land. As land sells, voting power shifts. After six years and a certain number of residents move in, a transitional election takes place. We had the election and two resident supervisors joined the Board. The next cycle in 2004 specifies that all remaining seats eligible for the election process are to be filled by residents and only qualified elector residents may vote.

Mr. Wood stated there is an Association function that handles design violations that is totally separate from what this Board does. The developer maintains control of that until the last line. Two different things are going on here. When the developer leaves, the Association becomes responsible for design review. Board members should remember that the Board has no control over architectural violations.

Mr. Daugirda stated the good news is we have a positive transition phase with two residents on the Board, we have committees set up, and we are moving forward.

Mr. Wood asked is this strictly a Board replacement issue we are dealing with?

Mr. Daugirda responded yes. The Statute reads that when there is a vacancy the Board fills the vacancy.

<p>On MOTION by Mr. Wood seconded by Mr. Meehan with all in favor the nomination of Mr. Mike Gratz as Supervisor to fill the remaining term of Ms. Sarah Phillips-Benbury was accepted.</p>

Mr. Daugirda stated we will swear in Mr. Gratz at the next meeting. He is already familiar with the District but I will give him whatever background materials we can. Everyone here tonight can give neighbors and other community members a heads-up about Board vacancies. We will give you information on qualifying for office and will help any way we can.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the
January 13, 2004 Meeting**

Mr. Daugirda stated that each Board member had received copies of the minutes of the January 13, 2003 meeting and requested any additions, corrections or deletions.

Ms. Nelson stated on page 9, 2nd to last paragraph, the line should read: "...detail in the meetings *and* not obligated..."

On MOTION by Mr. Meehan seconded by Ms. Nelson with all in favor the minutes from the January 13, 2003 meeting was approved as amended.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. Manager – Financial Statements

Mr. Daugirda stated we have budget meetings coming up in the summer. We will give you a draft budget in May and work on it May-July, at the latest, August. We look for any budget suggestions from the Board or residents before then.

Mr. Adams stated last month we had several items that were unanticipated and not budgeted for. We replaced two entry keypad screens for two neighborhoods with malfunctioning backlights. We replaced the liners to the main fountain lining which had significant tears and was too brittle and inflexible to be repaired.

Mr. Wood asked how did the tears occur?

Mr. Adams responded they think it is due to ultraviolet (UV) rays. New technology has improved liner resistance to UV rays but our liner is 6-7 years old, which is most of the liner's life expectancy. I do not expect more than 10 years from those liners, which is similar to those lining irrigation ponds. We also replaced the main fountain pump. A bolt had broken loose causing the spider coupler tying the motor to the pump to wear out. Fountain repair was a significant expenditure last month: \$6,500 for the liner and \$800-900 to repair the motor.

Mr. Wood stated someone should check that all the pumps are securely bolted down. We have many pumps throughout the community and when they fail, it is very noticeable. For instance, there is a major fountain right here next to this building.

Mr. Adams stated that fountain is under a preventative maintenance program. The particular one we had to replace was not. We will have the repair company give us a proposal for a preventative maintenance program to include routine checks of the mechanics (bushings, couplers, bearings, linings) and readings of electrical components for unnecessary loads that will indicate premature breakdown. This lets us address problems before they become catastrophic issues. We will also entertain a proposal from the company, ITS, that currently has our contract on well pumps.

Ms. Nelson asked where is the repair money coming from?

Mr. Adams responded it will be a "Fountain Maintenance" appropriate line item. Unexpected expenditures like these will blow your budget out of the water but you have a significant contingency to cover that cost.

Mr. Funk asked do you move 1/12 of the \$100,000 into the Contingency Fund each month?

Mr. Adams responded your budget identifies \$100,000 for that contingency. Every month, as a routine expenditure, we take apply 1/12 of the assessment proceeds to that line item.

Mr. Funk asked are you keeping the balance of the money in reserve?

Mr. Adams responded yes. That \$100,000 is untouchable, even for this particular fountain issue. The Board also designated \$33,000 for Field Management Services. This is an additional line item where I can address like issues that come up on their own.

Mr. Funk stated if the company we now have continues to perform as it is doing for the balance of the contract, we will end up with \$100,000.

Mr. Adams we talked earlier that we want to start building up your surplus so you can operate the first quarter of the year before your assessments start to come in.

Mr. Meehan asked where is that money right now—is the \$709,000 in SunTrust?

Mr. Daugirda responded correct. We keep the amount we need to cover these things in the operating account.

Mr. Wood asked is that Sun Trust fund a money market one and not a special account?

Mr. Adams responded correct. It is shown as an expenditure against any of the other items. For all intents and purposes, this is a reserve account.

Mr. Wood asked at the end of the year does that money physically move over to a reserve account?

Mr. Adams responded yes, it will be tapped as a reserve on your balance sheet.

Mr. Meehan asked will this \$6,500 be listed under “Fountain Maintenance?”

Ms. Nelson stated it will blow our budget as we only have \$5,000 budgeted.

Mr. Meehan stated you have \$10,000 for wells and pump maintenance.

Mr. Adams stated that is for your irrigation wells. The fountain maintenance charge will blow out your budget but you have built-in contingencies. The cost still does not hit your \$100,000 “don’t touch” number because you have \$33,000 under “Field Service—Contingencies” on page 2. I will pull from here to cover fountain repair and overages on other unforeseen and unbudgeted items.

Mr. Funk asked is that charge in the financial statement now?

Mr. Adams responded no, it will be applied over the next 30 days and you will see it next month. There will also be overages in landscaping for the plant replacement program. You only budgeted \$10,000 and I had to do some extensive plant replacements and irrigation repair work. We earlier discussed the plantings in some hedges and the tops of your berms. About 204 myrtles are currently going in. I authorized the contractor to install soaker hoses along the base of the myrtles

because as we enter the hottest and driest part of the year we want to water the new plants appropriately.

Mr. Wood asked why were some palm trees replaced?

Mr. Adams responded a grouping of three Washingtonian palms died without any sign of insect invasion. We suspect it was a lightning strike as Washingtonians seem to act as lightning rods.

Mr. Wood asked are you replacing trees and shrubs with like kinds?

Mr. Adams responded correct. The landscape architect's design was very well done and I am not changing the plant palette, only replacing things that deteriorate or die. On the matter of the swing sets, cut-outs have been completed, materials have been ordered, and we expect to install the swings within the next 2-3 weeks. We hope at the next meeting everyone will be swinging.

Mr. Wood and Ms. Nelson stated huge thanks to our developer partner for completing this project.

Mr. Adams stated padding was installed on the main gate entry arms. They are bright yellow to gain attention and padded so the gates do not cause dings or scratches but scuffs, which are more easily removed with polish.

Mr. Wood stated Mr. Funk and I saw areas where brick pavers should be lifted and repacked. There are more water pockets and settlement in certain areas which are displacing the pavers.

Mr. Funk stated this is easy to fix by re-sanding and replacing the pavers.

Mr. Adams stated were those pavers ever pressure-washed and resealed?

Mr. Wood responded this goes back at least 5-6 years to when we first came in.

Mr. Adams stated it has been a while then. I will look at that and bring back proposals for your consideration.

Mr. Wood stated some of the concrete stands at the security gate need to be replaced.

Ms. Nelson stated several sidewalks are cracked and have missing pieces. The maintenance supervisor, Mr. Gary Smith, says it is hard to find companies to

do small repairs but if we have enough, they might. We have used nothing from the sidewalk/roadways repair budget yet.

Mr. Adams stated I will review the sidewalks. I reviewed them last summer, primarily looking for structural problems, not cosmetic issues. I looked for pieces that were separating, not hairline cracks. It is a matter of finding someone who does batch concrete to do the repairs.

Mr. Wood stated we have an ideal situation right now. Some of the builder's people are still here who can do the sidewalk re-pointing and touch-up work as well as on the concrete ribbons. It would be cheaper now than at any other time. Mr. Smith can touch base with the workers.

Mr. Smith stated I already tried that but they say they have too much work to take on additional projects.

Mr. Adams stated I have contacts who worked on small projects on the west side of town; they may be interested in a small job.

Mr. Meehan stated we recommend Mr. Jimmy Jordan who worked on Stone Lake. The number is 695-3867.

Mr. Adams stated I noticed some major improvements in the Sago Palms. It appears we have successfully fought back the Asian scale that took over many Sagos throughout Florida. We had positive results from our Tallstar-Merit treatments with Tallstar attacking the immediate targets and Merit entering the tree through root cells; when insects feed on the palm they ingest the systemic chemical and are immediately killed.

Mr. Wood asked were all Sagos throughout Florida affected?

Mr. Adams responded yes. Down south, almost every Sago you see has had its top chopped off because of Asian scale. We managed to avoid doing that in Arbor Greene with our chemical combination treatment. I looked at the palms this morning and they seem to have cleaned up tremendously. The flowers will be replaced in March when they come to the end of their life cycle.

Mr. Wood asked what did we do about the visibility issue at the front entry?

Mr. Adams responded a bed of blue plumbago was blocking driver visibility on the south side of the Devonshire and Arbor Greene Boulevard intersection. The bed was removed, thereby opening up the view tremendously.

Ms. Nelson stated you were going to further review the whole sightline issue.

Mr. Meehan and I were going to look at that but we have not done that yet.

Mr. Adams stated there is not much more you can do. Removing the material remaining within two feet of the wall does not further open up the view. We have done all possible to maximize the view without revealing the fence/wall combination behind the plants. Removing the trees in front of the wall only gains you two feet of visibility and the aesthetic value becomes very negative. We need to check if we can move the stop sign closer to the Boulevard because right now the sign is set back the standard 15-20 feet off the curb which puts drivers in conflict with the plant materials there. Unfortunately, the Boulevard curves back around almost immediately so the road design itself limits visibility. Removing the plumbago made a significant improvement.

Ms. Nelson stated it was. I wish Devonshire residents were here to see how the change has affected them. It seems a lot better now.

Mr. Adams stated we have not heard back from the gentleman who brought the matter up. I take this as a good thing: "No news is good news."

Ms. Nelson stated did you review the fencing and 30-ft. setback for the pond at Parkview?

Mr. Adams responded we received two proposals on that issue. One dealt with the pond within the park boundaries: A 4-ft. high vinyl chain-link fence running along the top of the waterline and a 4-ft. wide walk-in gate for entry to treat the water. The cost for 220 linear feet of fencing to wrap around the pond and the control structures is \$1,824.89. We also asked them to calculate adding more height to the 6-ft. basketball court fence at Enclave Park to prevent balls from entering the preserve area. Bringing the fence to 10 feet costs \$721 and to 12 feet costs \$915. The 4-ft. pond fence and 10-ft. basketball fence option will cost \$2,545.89; the 4-ft. pond fence and 12-ft. basketball fence option will cost \$2,739.89.

Mr. Wood stated both the Architectural Review Committee should sign off on the fencing issue.

Mr. Adams stated the District is not required to secure their approval. We want to do so to remain in harmony but governmental agencies are not subject to outside approval.

Mr. Funk stated that is correct. It is similar to landowners not being able to tell the city to modify signage.

Mr. Adams stated fencing the pond will turn it into an eyesore. You must weigh the plusses and minuses. There is some liability with open water but the same liability already exists behind homes adjacent to your ponds. A toddler can wander into those ponds but you do not necessarily fence all of the ponds in. Here you have a specific park area for children and families to enjoy so there could be some argument that you might need to identify and address the liabilities. However, that is a policy decision you all have to make.

Ms. Nelson stated what about the 30-ft. setback that puts the fence smack in the middle of the park?

Mr. Adams stated that is not an issue with your agencies. They do not want you to intrude into their easement or to have ingress and egress to the whole wetland area. You are not doing that in this particular fencing plan.

Mr. Funk asked could you state this issue again?

Mr. Adams responded this one park has a small retention area designed right within the park itself. Although pond depth never 4-5 feet at the height of the rainy season and is only 2-3 feet deep for almost 10 months of the year, the concern is that parents are bringing 2- to 4-year-olds into the park and the tots could end up in the pond. You can fence it but you will have an eyesore. This is a policy decision for the Board. I only have one proposal to date but it gives you a ballpark figure for the cost involved.

Mr. Meehan asked is it the same black vinyl-coated fence we have used throughout the community?

Mr. Adams responded yes. It is less obtrusive and disappears into the background because it is not galvanized metal but vinyl. The basketball fence is also black vinyl.

Ms. Nelson asked do the fencing jobs have to be done together?

Mr. Adams responded no, the prices are for separate jobs so you have the choice.

Mr. Wood asked where do they get charged in our budget?

Mr. Adams responded the \$33,000 line item under Field Services is the most appropriate category for the fencing. It will put you over-budget.

Mr. Wood stated page 4 shows that between walls and signage maintenance we have \$27,000 budgeted—a lot of money

Ms. Nelson stated nothing is charged against that budget. Is some of it already spent?

Mr. Adams responded \$3-4,000 in bills are coming forward. We put a significant increase in that particular line item but I cannot remember what we identified to go there without my notes.

Mr. Meehan stated it was for redoing the Administration Center.

Mr. Adams stated I will send you the memo I wrote for our final budget meeting identifying certain amounts for certain projects.

Mr. Wood asked while you are doing that why not expedite things and get more fencing bids so we can work with the budgeting rationale and additional pricing proposals at the next meeting.

Mr. Adams responded I will.

Mr. Meehan asked if we only fence two sides of the playground area that keeps kids from leaving the playground and entering the pond area. You can still walk down the sidewalk. If the fence runs from the park to the sidewalk and from the pond to where the wetlands start, that might be a preventative measure and your linear footage might be the same.

Mr. Adams stated I recommend you either do all or nothing. The argument can be made that a child wanders around the fence, falls in the pond, but the

mother cannot get to him quickly enough because of the fence. You will bring on additional liability.

Mr. Meehan asked will the gate we put in be locked?

Mr. Adams responded yes. Maintenance will have the key. The idea is that if children are old enough to scale the fence they will not have an issue with the pond and deep water.

Mr. Frank Choy asked does it set a precedent to fence off that one pond but not all the others? If there is an accident in an unfenced pond are we liable for lack of due diligence?

Mr. Meehan responded the difference is that the pond is right within the park, which in itself attracts little children.

Mr. Choy stated I see little kids at that pond but always with parents. However, if the parent's attention wanders, the kid can wander and fall into the water. I suggest you do all or do nothing. If we only do one we open ourselves up for liability suits.

A resident stated chain link fences are eyesores to a lot of people. People buy pond-adjacent lots specifically for the view and the value it adds to the property. If this particular park is next to a pond, which admittedly can pose a danger, why not fence that park on four sides instead of only two? That way kids cannot go from inside the park to the outside, they are not right on the street, and cannot go into the pond. If a park is within a certain distance of the pond, the separation issue concerns the park, not the pond.

Mr. Funk stated that is a better solution.

Mr. Choy stated the playground here is fenced in.

Ms. Nelson stated you have made a good point; we will look at it again.

Mr. Daugirda stated you can create separation with a landscape barrier.

Ms. Nelson stated we will continue that issue so we can reevaluate.

Mr. Adams stated you are looking at fencing or not fencing a pond. From the point of view of efficiency, as the pond is no larger than half the size of this Gathering Room, it makes more sense to fence the pond and not the park. It sounds

to me like the Board wishes to proceed to fence the pond. I will get additional quotes so we have the best price possible and we can proceed with a solution.

Mr. Wood stated please check the budget to see what we designated that \$27,000 for?

Mr. Adam stated if you want the fencing we can fit it within your budget.

Ms. Nelson stated this is a very unique situation. We will look at this again.

Mr. Adams asked do you want to proceed with the basketball fence extensions?

Mr. Joe Quimby asked instead of more steel fencing, why not extend it with black netting or something similar?

Mr. Adams responded my experience is that netting costs more. You must add extensions, erect the netting, and the material deteriorates from weather and UV rays more quickly than fencing. In the long run a fence extension is more efficient.

Mr. Wood stated I am hesitant to proceed until it becomes more of an issue.

Mr. Adams stated then the Board is tabling that issue until next month so you can individually visit and reach your own conclusions on what to do. We have the estimates if we want to revisit it in the future.

Ms. Nelson stated Mary Ella runs the children's enrichment program and they are using the premises for a trial period. She would like to put the Arbor Greene logo on next year's school T-shirt. Is there liability or an issue with that?

Mr. Adams responded that is more a developer than a CDD issue.

Mr. Funk stated they can use the logo if they want.

SEVENTH ORDER OF BUSINESS

**Approval of Financial Statements,
Electricity Consumption and
Invoices**

Ms. Nelson asked on page 4 under "Gatehouse" you have \$5,000 under "Capital Improvements." Was that money to install a camera

Mr. Adams responded that was related to the camera issue but I have to check my notes. We have not put it in yet because there was debate on if it was

Mr. Adams stated we are trying to get the police report on that so we can file insurance claims. It is taking some time for that report to be generated. As I understand it a kid in a Porsche was driving too fast at 3 A.M. and hit the lamp pole. The car was totaled, the pole was damaged, but the kid was fine.

Ms. Jamie Goldberg stated the developer wants to put a stone monument stating “Arbor Greene Apartments” at our entry gate. Other area communities like ours that also have apartments—Hunter’s Green and Tampa Palms—do not advertise their apartments right at the main entrance. There is no reason why they cannot advertise in the papers or websites. We do not need to have a permanent advertisement in our main entrance. Another item is that the proposed waterslide is a safety hazard, can be a liability issue, and is disruptive to others using the pool. Also recently, people have been parking their vehicles so they block the sidewalks. This is a safety hazard when you walk children to school buses and must detour into streets where there are construction workers and cars rushing on their way to work. I request that a request be placed in the next newsletter that residents not block sidewalks and park in their own driveways or garages.

Mr. Meehan asked have you discussed this with Ms. Koscinski or the management?

Ms. Goldberg responded not yet. This is my first mention of it.

Mr. Meehan stated if residents are blocking the sidewalks, contact Ms. Koscinski or Mr. Smith and have them contact those residents.

Mr. Goldberg stated it is not the same person doing this every day. It varies. Quite frequently, on my route to the school bus stop I have to walk out on the streets for at least 1.5 blocks.

Mr. Meehan stated 1.5 blocks is not more than 10-12 homes so probably only one or two people are parking like this. The best way to start is to talk to those people and let them know their parking is an inconvenience and a safety problem along with putting something in the newsletter. That is what Ms. Koscinski is here for.

Mr. Joe Quimby asked at the end of the year do you set up a separate account within the bank so contingency funds are not commingled from year to year.

Mr. Daugirda stated it is not a separate account; we categorize it as “restricted.” Mr. Quimby stated it should be in a place that gives more of a return.

Mr. Daugirda It is in Sun Trust in a money market situation. We can use this money for two purposes with the Board’s guidance: for future reserves or for first quarter operating capital until tax monies come in.

Mr. Quimby stated if you have some funds set aside you can put it in a 90-day fund and get more than the money market pays. On the liability issue, is the enrichment program that is held within our structure and endorsed by Arbor Greene’s government required to carry insurance and at what level?

Ms. Nelson responded we addressed this issue last year when Ms. Mary Boswell had the school. They must have a certificate of insurance on file to run the program.

Mr. Quimby asked is the certificate current?

Mr. Adams stated the enrichment program director has to provide the Board a certificate of insurance as the teacher or instructor and naming us as an additional insured. We have a 30-day notification for cancellation for non-payment of insurance. That tells us if the certificate suddenly becomes invalid. It is updated each year. The actual program is a typical community center program that qualifies for coverage under CDD insurance while kids are participating in programs and as they travel to and from the center through our parking lot. There is current coverage and instructors must have coverage for themselves.

Mr. Quimby stated my concern is that if someone is hurt the first thing the program’s insurance company will do is have parents pursue payment through Arbor Greene before it pays. Is the enrichment classroom insured by the teacher’s policy or by Arbor Greene’s policy?

Mr. Adams responded attendees are covered by Arbor Greene’s policy; instructors are covered by their own policy.

Mr. Quimby asked did our insurance go up because of the program?

Mr. Adams responded no. Insurance for owning and operating a facility like this provides umbrella coverage for community center activities.

Mr. Funk asked is that a consistent umbrella coverage? Does it cover someone renting the Gathering Room for a party?

Mr. Adams responded no. We require those types of activities to provide us with a specific insurance certificate naming us as additional insured and meeting certain liability coverages.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr.Funk seconded by Mr. Meehan with all in favor the meeting was adjourned at 11:20 a.m.

John Daugirda
Assistant Secretary

Jeff Meehan
Chairman

Agenda for May 10, 2004 meeting

Oath of Office for Mike Gratz and designation as Assistant Secretary

Adopt Resolution 2004-4 Amending the Debt Service Fund Budget
(numbers to be provided by Auditor David Haughton)

Continued discussion of fencing for Parkview pond and park and the basketball court

NOTES:

Accounting (advised K. Ellis)

--Provide memo explaining why developer assessments are not budgeted for? Why \$131,000 variance when assessments were set?

--Provide memo comparison of 2003 and 2004 budgets.

John Daugirda (advised)

--Get figures from David Haughton for FY 2003 Resolution Amending Debt Service Fund showing schedule and actual line items where changes occurred and where actual expenditures were allocated.

--Get information packets from the Office of Elections to bring to the next meeting.

Chuck Adams (advised)

--Inspect cracked brick pavers. Locate small jobber to make repairs

--Get more fencing bids for Parkview pond/park and basketball court fence

--Get proposals for security camera at front gate